

Gerald D. Wixted
Kimberly M. Parson
Smith, Stratton, Wise, Heher & Brennan, LLP
2 Research Way
Princeton, NJ 08540
TEL: (609) 924-6000
FAX: (609) 987-6651

Attorneys for Defendant: THE HARTFORD CASUALTY INSURANCE COMPANY.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

T. GLENNON, INC.,)	Civil Action No.
)	
Plaintiff,)	
)	
v.)	NOTICE OF REMOVAL
)	
THE HARTFORD CASUALTY)	Document Filed Electronically
INSURANCE COMPANY,)	
)	
Defendant.)	
)	

Defendant The Hartford Casualty Insurance Company ("Hartford"), pursuant to 28 U.S.C. 1441, *et seq.*, hereby respectfully submits this Notice of Removal in connection with the civil action titled *T. Glennon, Inc. v. The Hartford Casualty Insurance Company* currently pending in the Superior Court of New Jersey, Law Division, Middlesex County, Docket No. MID-L-4421-11, and states as follows:

1. Hartford's counsel first received a copy of the complaint in this action on July 15, 2011.
2. Defendant Hartford is a corporation organized and existing under the laws of the State of Indiana, with its principal place of business in Hartford, Connecticut, and is licensed to do business in New Jersey.

3. Upon information and belief, the plaintiff, T. Glennon, Inc. (“Glennon”), is a corporation organized under the laws of the State of New Jersey, with its principal place of business in the Township of Hillsborough, County of Somerset, New Jersey.

4. The complaint asserts four Counts against Hartford for: (i) Declaratory Judgment; (ii) Breach of Insurance Contracts; (iii) Bad Faith; (iv) Estoppel, and seeks, *inter alia*, damages for alleged breach of purported obligations to provide Glennon with a defense and insurance coverage in connection with the handling of a certain personal injury lawsuit brought against Glennon in the New Jersey Superior Court, Law Division, in Middlesex County, bearing Docket No. MID-L-8522-08 (the “Underlying Action”). Glennon alleges that its rights to coverage under the following policies, allegedly issued to Glennon by Hartford, are implicated: (i) Hartford Commercial General Liability Policy No. 21UENQM9803 with policy term October 12, 2006 through October 12, 2007 (the “Hartford Primary Policy”); and (ii) Hartford Commercial Umbrella Liability Policy No. HHU QM9804 with policy term October 12, 2006 through October 12, 2007 (the “Hartford Umbrella Policy”); (collectively the “Hartford Policies”).

5. The complaint does not demand a specific dollar amount; however the Glennon asserts the right to up to \$5 million in limits under the Hartford Umbrella Policy, and up to \$1 million in limits under the Hartford Primary Policy. The complaint also seeks compensatory, consequential and punitive damages, as well as reimbursement from Hartford for the costs that the plaintiff incurs in the Underlying Action, along with other extra-contractual damages including pre- and post judgment interest and its attorney’s fees in connection with this matter. Consequently, upon information and belief, the amount in controversy in this action exceeds \$75,000.

6. This is a civil action over which this Court has original jurisdiction pursuant to 28

U.S.C. § 1332, in that, upon information and belief, the plaintiff and the defendant are citizens of different states and the matter in controversy exceeds the sum of \$75,000. Consequently, this matter is removable to this Court pursuant to 28 U.S.C. § 1441(a) and 28 U.S.C. § 1446.

7. Attached to this Notice of Removal are copies of all papers received by the Defendants in this action, which include: Glennon's complaint dated June 14, 2011 (Exhibit A); and an Acknowledgement of Service dated July 19, 2011 (Exhibit B).

**SMITH, STRATTON,
WISE, HEHER & BRENNAN, LLP**

By: /s/ Gerald D. Wixted
Gerald D. Wixted

2 Research Way
Princeton, New Jersey 08540
TEL: (609) 924-6000
FAX: (609) 987-6651

Attorneys for Defendant
The Hartford Casualty Insurance Company

Dated: July 19, 2011
Princeton, New Jersey